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Zuffa, LLC d/b/a Ultimate Fighting Championship

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA – PHOENIX DIVISION

Zuffa, LLC d/b/a/ Ultimate Fighting  
Championship,

Plaintiff,

v.

Kelly M. Long, individually, and as officer,  
director, shareholder, principal, manager and/or  
member of Southpaw Concepts, LLC d/b/a  
Ringside Sports Grill,

and

Southpaw Concepts, LLC d/b/a Ringside Sports  
Grill,

Defendants.

Case No.

**COMPLAINT**

Plaintiff, ZUFFA, LLC d/b/a Ultimate Fighting Championship (hereinafter  
“Plaintiff”), by its attorneys, WOLFE & WYMAN LLP, complaining of the Defendants  
herein, respectfully sets forth and alleges, as follows:

**JURISDICTION AND VENUE**

1. This is a civil action seeking damages for violation of 47 U.S.C. §§ 553 or 605,  
*et seq.* and for copyright infringement under the copyright laws of the U.S. (17 U.S.C. §101,  
*et seq.*).



4. This Court has personal jurisdiction over the parties in this action. Defendants to this action had or have an agent or agents who has or had independently transacted business in the State of Arizona and certain activities of Defendants giving rise to this action took place in the State of Arizona; more particularly, Defendants' acts of violating federal laws and the proprietary rights of Plaintiff, as distributor of the satellite programming transmission signals took place within the State of Arizona. Moreover, upon information and belief, Defendants has their principal place of business within the State of Arizona; thus, this Court has personal jurisdiction over Defendants.

8. Upon information and belief the Defendant, KELLY M. LONG, was the officer, director, shareholder, and/or principal of SOUTHPAW CONCEPTS, LLC, d/b/a RINGSIDE SPORTS GRILL located at 2030 West Camelback Road, Phoenix, AZ 85015.



1 18. Plaintiff is the owner of the UFC 218 Broadcast, including all undercard  
2 matches and the entire television Broadcast, scheduled for December 2, 2017, via closed  
3 circuit television and via encrypted satellite signal (hereinafter referred to as the  
4 “Broadcast”).

5 19. Plaintiff’s Broadcast originated via satellite uplink and was subsequently re-  
6 transmitted to cable systems and satellite companies via satellite signal.

7 20. Plaintiff, for a licensing fee, entered into licensing agreements with various  
8 entities in the State of Arizona, allowing them to publicly exhibit the Broadcast to their  
9 patrons. Upon payment of the appropriate fees, Plaintiff authorizes and enables subscribers  
10 to unscramble and receive the satellite Broadcast.

11 21. The Broadcast was also available for non-commercial, private viewing through  
12 Plaintiff or its authorized online platforms for residential Pay-Per-View purchase and  
13 consumption via the internet. Owners of commercial establishments wishing to avoid paying  
14 Plaintiff’s licensing fees can surreptitiously gain access to Plaintiff’s Broadcasts by  
15 purchasing the programming online, without proper authorization, at residential rates, which  
16 are greatly discounted compared to the rates required for commercial entities and exhibit  
17 those broadcasts for their own commercial benefit and gain.

18 22. In order for anyone to obtain the Broadcast through a website intended for  
19 private, non-commercial viewing, an individual purchaser would be provided with terms of  
20 service which specifically provide for **non-commercial, personal use only**.

21 23. Upon information and belief, with full knowledge that the Broadcast was not to  
22 be received and exhibited by entities unauthorized to do so, the Defendant and/or his agents,  
23 servants, workmen or employees, without paying Plaintiff a fee or entering into an  
24 agreement with Plaintiff or its authorized agent for commercial exhibition, unlawfully  
25 intercepted, received and/or de-scrambled Plaintiff’s satellite signal and did exhibit the  
26 Broadcast at RINGSIDE SPORTS GRILL located at 2030 West Camelback Road, Phoenix,  
27 AZ 85015 at the time of its transmission willfully and for purposes of direct or indirect  
28 commercial advantage or private financial gain.

1           24.       Upon information and belief, Plaintiff alleges that Defendants' effected  
2 unauthorized interception and receipt of Plaintiff's Broadcast by ordering programming for  
3 residential use and subsequently displaying the programming in the commercial  
4 establishment known as RINGSIDE SPORTS GRILL for commercial gain and without  
5 authorization, or by such other means which are unknown to Plaintiffs and known only to  
6 Defendants.

7           25.       Upon information and belief, Defendant and/or his agents, servants, workmen  
8 and/or employees intercepted Plaintiff's signal and/or used a device to intercept Plaintiff's  
9 Broadcast, which originated via satellite uplink and then re-transmitted via satellite or  
10 microwave signal to various cable and satellite systems. There are multiple illegal and  
11 unauthorized methods of accessing the Broadcast, including but not limited to the traditional  
12 ways of pirating a broadcast (1) splicing an additional coaxial cable line or redirecting a  
13 wireless signal from an adjacent residence into a business establishment, de-crypt,  
14 unscramble and receive the closed circuit, "IPTV", cable or satellite Broadcast;  
15 (2) commercially misusing cable or satellite by registering same as a residence when it is, in  
16 fact, a business; or (3) taking a lawfully obtained box or satellite receiver from a private  
17 residence, into a business. Recently emerging over-the-top "OTT" technologies, used for the  
18 delivery of film and TV content via the internet, such as (1) Broadband or internet broadcast;  
19 and/or (2) Live Social Media Streaming ("Nano-Piracy") are additional methods in which  
20 pirated material can be obtained without requiring users to subscribe to a traditional cable or  
21 satellite pay-tv service such as Comcast, DIRECTV or Time Warner Cable and are readily  
22 available to anyone with a Smartphone. The misuse of OTT technology can allow  
23 commercial misuse of residential broadcasting feeds through the internet from anywhere in  
24 the world. Each of the above described methods would allow Defendant to access the  
25 Broadcast unlawfully and without Plaintiffs authorization. Prior to engaging in discovery,  
26 Plaintiff is unable to determine the manner in which Defendants obtained the Broadcast.  
27 However, it is logical to conclude that Defendants utilized one of the above described  
28 methods or another to intercept and exhibit the Broadcast without entering into an agreement

1 to obtain it lawfully from Plaintiff, the legal rights holder for commercial exhibition.

2 26. 47 U.S.C. §605 (a) prohibits the unauthorized reception and publication or use  
3 of communications such as the transmission for which Plaintiff had the distribution rights  
4 thereto.

5 27. By reason of the aforementioned conduct, the aforementioned Defendants'  
6 willfully violated 47 U.S.C. §605 (a).

7 28. By reason of the aforementioned Defendants' violation of 47 U.S.C. §605 (a),  
8 Plaintiff has a private right of action pursuant to 47 U.S.C. §605.

9 29. As a result of the aforementioned Defendants' willful violation of 47 U.S.C.  
10 §605 (a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.  
11 §605 (e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as to each  
12 Defendants.

13 30. Pursuant to 47 U.S.C. §605, Plaintiff is also entitled to an award of full costs,  
14 interest and reasonable attorney's fees.

## 15 COUNT II

16 31. Plaintiff hereby incorporates paragraphs "1" through "30" as though fully set  
17 forth herein.

18 32. Upon information and belief, with full knowledge that the Broadcast was not to  
19 be received and exhibited by entities unauthorized to do so, the Defendant and/or his agents,  
20 servants, workmen or employees did exhibit the Broadcast at the above-captioned address at  
21 the time of its transmission willfully and for purposes of direct or indirect commercial  
22 advantage or private financial gain.

23 33. 47 U.S.C. §553 prohibits the unauthorized reception, interception and  
24 exhibition of any communications service offered over a cable system such as the  
25 transmission for which Plaintiff had the distribution rights as to commercial establishments  
26 thereto.

27 34. Upon information and belief, the Defendants individually, willfully and  
28 illegally intercepted said Broadcast when it was distributed and shown by cable television

1 systems.

2 35. By reason of the aforementioned conduct, all of the aforementioned  
3 Defendants willfully violated 47 U.S.C. §553, thereby giving rise to a private right of action.

4 36. As a result of the aforementioned Defendants' violation of 47 U.S.C. §553,  
5 Plaintiff is entitled to damages, in an amount in the discretion of this Court, of up to the  
6 maximum amount of \$60,000.00, plus the recovery of full costs, interest and reasonable  
7 attorney's fees.

8 **COUNT III**

9 37. Plaintiff hereby incorporates paragraphs "1" through "36" as though fully set  
10 forth herein.

11 38. Plaintiff, by contract, is the copyright owner of the exclusive rights of  
12 distribution and public performance as to commercial establishments to the broadcast,  
13 including all undercard matches and the entire television Broadcast for UFC 218 Broadcast,  
14 scheduled for December 2, 2017, via closed circuit television and via encrypted satellite  
15 signal. The Certificate of Registration was filed with the U.S. Copyright Office on January  
16 25, 2018 under Registration Number PA 2-123-384. The Broadcast originated via satellite  
17 uplink and was subsequently re-transmitted to cable systems and satellite companies via  
18 satellite signal.

19 39. As a copyright holder of the rights to the UFC 218 Broadcast, Plaintiff has  
20 rights to the Broadcast, including the right of distribution as well as the licensing to  
21 commercial establishments for the right to exhibit same.

22 40. Defendants never obtained the proper authority or license from Plaintiff, or its  
23 authorized agent for commercial distribution, to publicly exhibit the UFC 218 Broadcast on  
24 December 2, 2017.

25 41. Upon information and belief, with full knowledge that the UFC 218 Broadcast  
26 can only be exhibited within a commercial establishment by the purchasing of a license from  
27 Plaintiff, or its authorized agent for commercial distribution, Defendants and/or their agents,  
28 servants, workmen or employees illegally intercepted the Broadcast and exhibited same in





1 their commercial establishment on December 2, 2017.

2 42. Specifically, upon information and belief, the Defendants and/or their agents,  
3 servants, workmen and employees unlawfully obtained the UFC 218 Broadcast, enabling  
4 Defendants to publicly exhibit the Broadcast without paying the appropriate licensing fee to  
5 Plaintiff, or its authorized agent for commercial distribution.

6 43. By reason of the aforementioned conduct, the Defendants willfully violated  
7 17 U.S.C. §501(a).

8 44. By reason of the aforementioned Defendants' violation of 17 U.S.C. §501(a),  
9 Plaintiff has a private right of action pursuant to 17 U.S.C. §501 (b).

10 45. As a result of Defendants' willful infringement of Plaintiff's copyrights and  
11 exclusive rights under copyright, by advertising and subsequently displaying Plaintiff's  
12 Broadcast, Plaintiff is entitled to damages, in the discretion of this Court, under 17 U.S.C.  
13 §504(c)(1) and 504(c)(2), of up to the maximum amount of \$150,000.00.

14 46. Plaintiff is further entitled to its attorney's fees and costs pursuant to 17 U.S.C.  
15 §505.

16 WHEREFORE, the Plaintiff requests that judgment be entered in its favor and against  
17 each of the aforementioned Defendants, *jointly and severally*, granting to Plaintiff the  
18 following:

- 19 (a) Declare that Defendants' unauthorized exhibition of the December 2, 2017,  
20 UFC 218 Broadcast, violated the Federal Communications Act and that such  
21 violations were committed willfully and for purposes of Defendants' direct or  
22 indirect commercial advantage or for private financial gain, as Defendant  
23 advertised and subsequently displayed Plaintiff's Broadcast.
- 24 (b) On the first cause of action, statutory penalties in an amount, in the discretion  
25 of this Court, against Defendants, *jointly and severally*, for a recovery between  
26 \$1,000 and \$10,000 as to each Defendant pursuant to 47 U.S.C. §605 and  
27 enhanced damages of up to \$100,000.00 for each defendant, *jointly and*  
28 *severally*, for their willful violation of 47 U.S.C. §605; and





- 1 (c) Attorney's fees, interest, costs of suit as to each Defendant pursuant to  
2 47 U.S.C. § 605 (e)(3)(B)(iii).
- 3 (d) On the second cause of action, statutory penalties in an amount, in the  
4 discretion of this Court, against Defendants, *jointly and severally*, of up to the  
5 maximum amount of \$10,000.00 as to each Defendant for their violation of  
6 47 U.S.C. §553 and enhanced damages of up to \$50,000.00 for their willful  
7 violation of 47 U.S.C. §553; and
- 8 (e) Attorney's fees, interest, costs of suit as to each Defendant pursuant to  
9 47 U.S.C. §553 (c)(2)(C).
- 10 (f) On the third cause of action, statutory penalties in an amount, in the discretion  
11 of this Court, against Defendants, *jointly and severally*, of up \$30,000.00  
12 pursuant to §504(c)(1) and enhanced damages in the amount of \$150,000.00  
13 pursuant to §504(c)(2) for their willful violation of 17 U.S.C. §501(a); and
- 14 (g) Attorney's fees, interest, costs of suit as to the Defendants pursuant to  
15 17 U.S.C. §505, together with such other and further relief as this Court may  
16 deem just and proper.

17  
18 DATED: August 8, 2019

**WOLFE & WYMAN LLP**

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**Ultimate Fighting Championship**



**EXHIBIT A**  
**TO COMPLAINT ADVERTISEMENT**

**EXHIBIT A**  
**TO COMPLAINT ADVERTISEMENT**



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**Ringside Sports Grill**

December 1 at 6:21pm · 🌐

⚠️⚠️⚠️👊 Tomorrow Night HBO Boxing 👊⚠️⚠️⚠️

⚠️⚠️⚠️⚠️⚠️ Miguel Cotto's Final Fight ⚠️⚠️⚠️⚠️⚠️

-----👊👊 Miguel Cotto vs Sadam Ali 👊👊-----

⚠️⚠️⚠️ Tomorrow Night UFC 218 ⚠️⚠️⚠️

-----👊👊 Holloway vs Jose Aldo 2 👊👊-----

#dontmissthesefights #Cottosfinalfight #NOCOVER #onlyatRingside

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3

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**Sean Broussard**



Like · Reply · December 2 at 9:14am



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### Ringside Sports Grill

December 2 at 5:16pm · 🌐

!!! Saturday Night Fights HBO Boxing !!!  
 !!! Miguel Cotto's Final Fight !!!  
 ----- Miguel Cotto vs Sadam Ali -----  
 ----- 8pm -----  
 !!! UFC 218 !!!  
 ----- Holloway vs Jose Aldo 2 -----  
 ----- Prelims 6pm -----  
 ----- Main Card 8pm -----  
 #Saturdaynightfights #Boxing #HBO #MMA #UFC  
 #Cotto #Ali #CottosFinalFight #dontmissthisfight  
 #NoCover #WehaveaRapBattle #onlyatRingside



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Hector Amador Dustin Wade

Like · Reply · 1 · December 2 at 5:59pm



Ringside Sports Grill Better be here....or else lol

Like · Reply · December 2 at 6:17pm



Dustin Wade Where u at?

Like · Reply · December 2 at 7:59pm



Kelly Long i'm right here...where you at?

Like · Reply · December 2 at 8:18pm



Hector Amador Can we reserve a couple tables

Like · Reply · December 2 at 9:22pm



Dustin Wade We are about to head over

Like · Reply · 1 · December 2 at 9:25pm



Hector Amador Can you pause the main events until I get there?

Like · Reply · December 2 at 9:27pm



Ringside Sports Grill Yes to the reservation

Like · Reply · 1 · December 2 at 9:30pm



Write a reply...

